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**In re:**

**PG&E CORPORATION**

**- and -**

**PACIFIC GAS AND ELECTRIC  
COMPANY,  
Debtors.**

- ☐ Affects PG&E Corporation  
☒ Affects Pacific Gas and Electric Company  
☐ Affects both Debtors

*\*All papers shall be filed in the Lead Case,  
No. 19-30088 (DM)*

Bankruptcy Case No. 19-30088 (DM)  
Chapter 11  
(Lead Case)  
(Jointly Administered)

**DECLARATION OF RYAN LIDDELL  
IN SUPPORT OF MOTION BY AD HOC  
GROUP OF INTERCONNECTION  
CUSTOMERS TO COMPEL PAYMENT OF  
PASS-THROUGH AMOUNTS WITHHELD  
BY PACIFIC GAS AND ELECTRIC  
COMPANY**

Date: November 13, 2019  
Time: 10:00 a.m. (PT)  
Place: United States Bankruptcy Court  
Courtroom 17, 16<sup>th</sup> Floor  
San Francisco, CA 94102

**Objection Deadline:  
November 8, 2019, at 4:00 p.m. (PT)**

I, Ryan Liddell, hereby declare as follows:

1           1.       I am a Vice President of FTP Power LLC (“**sPower**”). I have personal knowledge  
2 of the facts stated in this Declaration, except as otherwise indicated. If called as a witness I could,  
3 and would, competently testify under oath as set forth below.

4           2.       I submit this Declaration on behalf of sPower in support of the *Motion of the Ad*  
5 *Hoc Group of Interconnection Customers to Compel Payment of Pass Through Amounts Withheld*  
6 *by Pacific Gas and Electric Company* (the “**Motion**”).<sup>1</sup>

7           3.       sPower is the controlling equity owner of Adera Solar, LLC (the “**Adera Project**  
8 **Company**”, and together with the Redwood Project Companies, as defined below, the “**Project**  
9 **Companies**”). The Adera Project Company is the owner of a photovoltaic solar energy  
10 generation facility (the “**Adera Project**”) located in Madera County, California, with a maximum  
11 net output of 20 MW<sub>AC</sub>. The Adera Project was originally owned and developed by Pacific  
12 Valley, LLC which assigned it to the Adera Project Company. As such, my statements herein  
13 relating to the period prior to the assignment are based on regularly kept business records of  
14 regularly conducted business activities of Pacific Valley, LLC relating to the Adera Project.

15           4.       The Adera Project is located approximately 6.5 miles from the Le Grand  
16 substation owned by Pacific Gas and Electric Company (the “**Utility**”) and connects to the  
17 Utility’s Le Grand-Dairyland 115 kV transmission line. The Project is interconnected to the  
18 California Independent System Operator Corporation (“**CAISO**”) controlled grid pursuant to a  
19 Small Generator Interconnection Agreement (SGIA), (Q#644), by and among the Adera Project  
20 Company, CAISO, and the Utility dated March 21, 2012, as amended by a First Amendment  
21 thereto dated as of July 14, 2016, (as amended, the “**Adera Interconnection Agreement**”).<sup>2</sup>

22           5.       sPower is the controlling equity owner of 65HK 8ME, LLC (also known as  
23 “**Hayworth**”), 67RK 8ME, LLC (also known as “**Redcrest**”), and 87RL 8ME, LLC (also known  
24 as “**Woodmere**”, and together with Hayworth and Redcrest, the “**Redwood Project Companies**”).

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25  
26           <sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed  
to such terms in the Motion.

27           <sup>2</sup> The Adera Interconnection Agreement substantially conforms to the form Small  
28 Generator Interconnection Agreement issued in CAISO’s open access transmission tariff,  
attached to the Mersing Declaration at **Exhibit 1**.

1 The Redwood Project Companies are the owners of certain photovoltaic solar energy generation  
2 facilities (the “**Redwood Project**”, and together with the Adera Project, the “**Projects**”) located  
3 approximately 7 miles east of Bakersfield, California in an unincorporated area of Kern County,  
4 California with a maximum net output of 90 MW<sub>AC</sub>. The Redwood Project Companies were  
5 owned by 8minutenergy Renewables LLC prior to December 22, 2014, when they were  
6 purchased by sPower. As such, my statements herein relating to the period prior to the sPower’s  
7 purchase of the Redwood Project are based on regularly kept business records of regularly  
8 conducted business activities of 8minutenergy Renewables relating to the Redwood Project.

9 6. The Redwood Project includes approximately 4 miles of 115 kV transmission line,  
10 emanating from a substation built for the Redwood Project and terminating at the Lamont  
11 substation owned by the Utility. The Redwood Project is interconnected to the CAISO controlled  
12 grid pursuant to a First Amended and Restated Large Generator Interconnection Agreement  
13 (LGIA), (Q#744), by and among the Redwood Project Companies,<sup>3</sup> CAISO, and the Utility dated  
14 September 16, 2014 (the “**Redwood Interconnection Agreement**” and, together with the Adera  
15 Interconnection Agreement, the “**Interconnection Agreements**”).<sup>4</sup>

16 7. The Interconnection Agreements required the Project Companies to fund certain  
17 upgrades to the Utility’s transmission system (“**Network Upgrades**”) in order to connect the  
18 Projects to the CAISO-controlled grid. The Network Upgrades are described, respectively, in  
19 Attachment 2 to the Adera Interconnection Agreement and Appendix A to the Redwood  
20 Interconnection Agreement, and include both (i) delivery network upgrades to relieve constraints  
21 on the CAISO controlled grid and (ii) reliability network upgrades necessary to interconnect the  
22 Projects safely and reliably to the Utility’s transmission system (including additions,  
23

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24 <sup>3</sup> A fourth project company that sPower acquired from 8minutenergy Renewables, 61LK  
25 8ME, LLC, also is a party to the Redwood Interconnection Agreement, but it assigned its rights  
26 under the Redwood Interconnection Agreement to 54KR 8ME, an indirect subsidiary of  
27 8minutenergy Renewables, and its portion of the Redwood Project is not operational and does not  
28 require any relief under the Motion.

<sup>4</sup> The Redwood Interconnection Agreement substantially conforms to the form Large  
Generator Interconnection Agreement issued in CAISO’s open access transmission tariff,  
attached to the Mersing Declaration at **Exhibit 2**.

1 modifications, and upgrades necessary to remedy short circuit or stability problems) that would  
2 not have been necessary but for the interconnection of the Projects.

3 8. Section 5.3.1 of the Adera Interconnection Agreement and Section 11.4.1 of the  
4 Redwood Interconnection Agreement require the Utility to reimburse sPower<sup>5</sup> for the Network  
5 Upgrades (“*Network Upgrade Reimbursements*” or “*NUR Payments*”) on a dollar-for-dollar  
6 basis, following the Commercial Operation Date of each Project. The NUR Payments are required  
7 to be paid in equal quarterly installments of \$73,050 each over a five-year period for the Adera  
8 Project and equal quarterly installments of \$154,057.14 each over a five-year period for the  
9 Redwood Project.

10 9. The Commercial Operation Date of the Adera Project occurred on  
11 December 28, 2015, and the Commercial Operation Dates of the Redwood Project occurred on  
12 November 6, 2015 (Redcrest) and December 22, 2015 (Hayworth and Woodmere). The Utility  
13 commenced NUR Payments to sPower for the Adera Project and the Redwood Project shortly  
14 after each respective Commercial Operation Date occurred. The Utility generally adhered to the  
15 schedule for NUR Payments until it filed for bankruptcy protection, when the Utility stopped  
16 paying Network Upgrade Reimbursements owed to sPower under both of the Interconnection  
17 Agreements.

18 10. At this time there are three outstanding past due NUR Payments owed to sPower  
19 under the Adera Interconnection Agreement in the total amount of \$219,150 and an additional  
20 \$73,050 NUR Payment will be due following the end of the next financial quarter.

21 11. At this time there are three outstanding past due NUR Payments owed to sPower  
22 under the Redwood Interconnection Agreement in the total amount of \$462,171.42, and an  
23 additional \$154,057.14 NUR Payment will be due following the end of the next financial quarter.  
24

25  
26 <sup>5</sup> Pursuant to the LGIA Co-Tenancy Agreement among the Redwood Project Companies,  
27 52RS 8ME LLC serves as Manager for the Project Companies under the Redwood  
28 Interconnection Agreement and is the Utility’s and CAISO’s point of contact for issues related to  
the Redwood Interconnection Agreement, including receipt and distribution of NURs.

1           12.     The Utility is aware that the NUR Payments are past due and has advised the  
2 Project Companies that the Network Upgrade Reimbursements cannot be paid during the  
3 pendency of its bankruptcy case. The dates on which such NUR Payments were due, and the  
4 dates on which all of the remaining Network Upgrade Reimbursements will become due, are set  
5 forth in **Exhibit 1** and **Exhibit 2** to this Declaration.

6           13.     Woodmere and the Utility are parties to a long-term (20-year) power purchase  
7 agreement under which Woodmere has sold all of its portion of the Redwood Project's output to  
8 the Utility. Other than the Woodmere PPA, the Utility and PG&E Corporation have no interest in  
9 the output of the Adera Project or the portion of the Redwood Project owned by Redcrest, all of  
10 which has been sold to Southern California Edison under long-term power purchase agreements,  
11 or the portion of the Redwood Project owned by Hayworth, all of which has been sold to The  
12 City of Palo Alto under a long-term power purchase agreement. The Debtors' only relationship  
13 with the Adera, Redcrest, and Hayworth Projects is with respect to providing interconnection  
14 service for the Projects to the CAISO-controlled grid. The Project Companies are forced to work  
15 with the Utility because they have no alternative means to interconnect their Projects to the  
16 CAISO-controlled grid.

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1 I declare under penalty of perjury under the laws of the United States and the State of  
2 California that the foregoing is true and correct.

3 Executed this 22 day of October, 2019 at Salt Lake City, Utah.

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5 \_\_\_\_\_  
6 Ryan Liddell

7 (Exhibits Follow)  
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**Exhibit 1 to Declaration of Ryan Liddell**

***(Table of Past Due and Future NUR  
Payments for the Adera Project)***

<b>Due Date</b>	<b>Amounts Currently Past Due</b>	<b>Scheduled NUR Payments</b>
4/30/2019	\$73,050.00	
7/31/2019	\$73,050.00	
10/31/2019	\$73,050.00	
1/31/2020		\$73,050.00
4/30/2020		\$73,050.00
7/31/2020		\$73,050.00
10/31/2020		\$73,050.00
1/31/2021		\$73,050.00
<b>TOTAL</b>	<b>\$219,150.00</b>	<b>\$365,250.00</b>

**Exhibit 2 to Declaration of Ryan Liddell**

***(Table of Past Due and Future NUR  
Payments for the Redwood Project)***

<b>Due Date</b>	<b>Amounts Currently Past Due</b>	<b>Scheduled NUR Payments</b>
4/1/2019	\$154,057.14	
7/1/2019	\$154,057.14	
10/1/2019	\$154,057.14	
1/1/2020		\$154,057.14
4/1/2020		\$154,057.14
7/1/2020		\$154,057.14
10/1/2020		\$154,057.14
1/1/2021		\$154,057.14
4/1/2021		\$154,057.14
7/1/2021		\$154,057.14
10/1/2021		\$154,057.14
1/1/2022		\$154,057.14
4/1/2022		\$154,057.14
7/1/2022		\$154,057.14
10/1/2022		\$154,057.14
1/1/2023		\$154,057.14
4/1/2023		\$154,057.14
7/1/2023		\$133,869.68
<b>TOTALS</b>	<b>\$462,171.42</b>	<b>\$2,290,669.64</b>